



# MAYOR AND COUNCIL AGENDA

NO. 10(A)

DEPT.: Public Works / Contract Management  
STAFF CONTACT: Mike Wilhelm

DATE PREPARED: March 17, 2005  
FOR MEETING OF: April 4, 2005

---

## SUBJECT:

Award of Bid #32-05, Asphalt Pavement Rehabilitation for Various Streets.

---

---

## RECOMMENDATION:

Reject the apparent low bidder, M. Luis Construction Co. Inc. of Clinton, Maryland as non-responsive and non-responsible and award Bid #32-05 to Richard F. Kline, Inc. of Frederick, Maryland in the amount \$831,398 for the Asphalt Pavement Rehabilitation for various streets (thin lift overlay).

---

---

## DISCUSSION:

### Background

Staff prepared, and publicly advertised Bid #32-05, titled "Asphalt Pavement Rehabilitation for Various Street (thin Lift overlay)" for the annual asphalt maintenance program in January of 2005. Notification of the bid was mailed to forty (40) companies, including four Rockville firms. Bid notification also was posted on the City's Web site.

Bids were received and publicly opened on Wednesday, March 2, 2005. The bids received were as follows:

Company	Located in	Amount
M. Luis Construction Co., Inc.	Clinton, Maryland	\$827,698.00
Richard F. Kline, Inc.	Frederick, Maryland	\$831,398.00
Francis O. Day Co., Inc.	Rockville, Maryland	\$951,043.00
Fort Myer Construction Corp.	Washington, DC	\$1,038,682.60

The Engineers Estimate was \$850,000.

Staff evaluated the bid prices received and reviewed all references provided. Staff determined that the apparent low bidder, M. Luis Construction Co., Inc. was not the lowest, responsible bidder based on a thorough evaluation of the prices bid and the references interviewed. Information provided by the references indicated that the bidder did not have the experience with the type of paving material to be provided, as required by the bid document. Of the five references provided, only two identified any experience with surface paving projects and none of the work was of the type required by the bid. Staff determined that the bid did not meet the contract specifications.

---

**Options Considered:**

None.

**Fiscal Impact:**

Adequate funding for this project is included in the FY 2006 Proposed Capital Improvements budget as part of the Asphalt Maintenance Program, Project number 420-850-8H11. Other project accounts and operating funds are charged as appropriate.

**Change in Law or Policy:**

None.

**Boards and Commissions Review:**

N/A

**Next Steps:**

Contract award and construction start-up in early July 2005.

**PREPARED BY:** Mike Wilhelm  
Mike Wilhelm, Chief, Contract Management

3/22/2005  
Date

**CONCUR:** Eileen Morris (B. Boobar)  
Eileen Morris, Contracts Officer

3/22/05  
Date

**APPROVE:** Susan Straub  
for Eugene H. Cranor, Director of Public Works

3/22/05  
Date

**APPROVE:** Scott Ullery  
Scott Ullery, City Manager

3/22/05  
Date

**LIST OF ATTACHMENTS:**

None.



# MAYOR AND COUNCIL AGENDA

NO. 10 (B) DEPT.: Public Works / Engineering  
STAFF CONTACT: Lise Soukup

DATE PREPARED: 3/4/2005  
FOR MEETING OF: 4/4/2005

---

## SUBJECT:

Award of Phase I of RFP #21-05 to AMEC Earth & Environmental, Inc. in the amount of \$242,290 for the Stormwater Management Utility Fee Study.

---

## RECOMMENDATION:

Staff recommends that the Mayor and Council award Phase I of the Stormwater Management (SWM) Utility Fee Study, RFP # 21-05, to AMEC Earth & Environmental, Inc., in the amount of \$242,290. The study will evaluate the City's SWM program elements, provide 20-year cashflows for several scenarios, and develop a rate structure to share SWM program costs among City property owners. Phase II, which will occur after the Mayor and Council's review of Phase I, will develop and implement the billing system for an additional cost.

---

## DISCUSSION:

### Background:

Staff discussed the SWM program's projected funding deficit with the Mayor and Council in a February 2004 worksession. Currently, the SWM Fund is supported almost completely by developer contributions and interest income from a sizable fund balance. The Mayor and Council agreed that the SWM program must be self-sustaining and able to meet its obligations, such as continued maintenance of existing SWM facilities and the City's requirements in its National Pollutant Discharge Elimination System (NPDES) permit. The Mayor and Council therefore directed staff to develop a scope of work for a SWM fee study and hire a consultant.

RFP # 21-05 was distributed to 85 firms, including 11 firms in the City of Rockville. Four proposals were received on January 31, 2005.

Firm/ Location	Phase I Price	Written Proposal Score	Interviewed?
Black and Veatch Gaithersburg, MD	\$124,294	64	No
RW Beck Orlando, FL	\$125,200	60	No
AMEC Earth & Environmental Chantilly, VA	\$172,910	71	Yes
CH2M Hill Herndon, VA	\$197,000	53	Yes

The written proposal rankings were based on evaluation by the staff review team of four criteria: technical approach, staff qualification, cost, and experience/references. Staff selected AMEC and CH2M Hill to be interviewed, based on their excellent technical approaches, well-qualified staff, and previous experience. After interviews, AMEC was selected as the firm with the most experience and understanding of the City's needs. Three references for similar SWM fee studies were checked and

---

were very positive.

AMEC's scope of work for Phase I includes the following:

- Assessment of existing SWM program responsibilities and potential new program elements that may benefit City residents; 20-year cashflow projections to determine funding deficits;
- Evaluation of eight scenarios combining different levels of funding and SWM program elements to develop a range of funding options and evaluate different funding mechanisms;
- Analysis of City's GIS database and aerial photographs to assess sources of imperviousness referenced against various land uses; evaluation of SWM billing policies (for example, fees for institutional or government properties, credits for onsite SWM, cost sharing between residential, non-residential, and institutional properties);
- Possible billing strategies and implementation issues to be addressed;
- Public education and outreach through several venues – Stakeholders Advisory Group of business and residential owners and other representatives; public information materials and meetings.

Staff negotiated additional services with AMEC, which have increased the base price for Phase I by \$69,380. Staff wants to develop accurate fee estimates in Phase I, so the Mayor and Council will have as much information as possible. Also, staff wants to ensure that fee estimates do not balloon during Phase II when the rate structure will be refined and finalized. Therefore, staff agreed to have the essential data analysis done in Phase I that will provide the City with a new GIS (Geographic Information System) mapping layer of City imperviousness for all properties except single-family detached sites. The consultants have budgeted to provide this mapping analysis for an additional \$50,000 that is included in the recommended award price of \$242,290. Staff also added a billing rate policy decision session, three additional public meetings, and a second Mayor and Council worksession early in the study. Staff and the consultant believe that doing these steps in Phase I rather than Phase II will lead to a better fee estimate and more acceptance by the stakeholders. It also will decrease the costs in Phase II commensurately.

Project Schedule: Phase I completion is projected for November 2006; the fee potentially could be implemented by July 2008. However, AMEC believes the entire study can be completed in a shorter timeframe. The schedule compression will depend in large part on the number of public meetings and responses, given the long lead-time needed for adequate advertisement.

#### **Options Considered:**

At the February 2004 Mayor and Council worksession, the SWM program's projected funding deficit was discussed. Currently, the SWM Fund is supported almost completely by developer contributions and interest income from a sizable fund balance. The Mayor and Council agreed that the SWM program must be self-sustaining and able to meet its obligations, such as continued maintenance of existing SWM facilities and the City's requirements in its National Pollutant Discharge Elimination System (NPDES) permit.

Funding alternatives were briefly discussed, such as seeking additional grant funding and increased developers' costs; however, it was recognized that these would be inadequate to cover the projected deficit. Grant funding is not guaranteed or consistently available. The City's development is nearing build-out and cannot maintain the high SWM fee income that was seen from the King Farm and Falls Grove permits. As development moves from massive subdivisions to more infill and redevelopment, this income will continue to dwindle. The Mayor and Council therefore supported investigation of a SWM utility fee for property owners.

**Fiscal Impact:**

The SWM Fund has adequate funds in the operating budget to cover the expected cost of the entire study. Phase I of the SWM Fee Study is estimated at \$242,290 which covers the bulk of the work needed to develop the fee structure, including data collection and analysis. The consultant estimates that Phase II will cost roughly an additional \$105,000-165,000. Phase II will develop the billing process, install and run needed software, take the City through one billing cycle, and implement the appeals process. These costs are comparable to other similar-sized municipalities. The City of Flagstaff, Arizona, spent \$436,000 to implement its SWM utility fee. The City of Rocky Mount, North Carolina, with a population of 60,000, spent \$353,000.

Depending on the level of SWM fees approved by the Mayor and Council, the SWM program would collect enough to cover the existing SWM program obligations, and perhaps also fund desired elements such as neighborhood drainage problem corrections, low-impact SWM efforts, and storm drain system maintenance/repair (which is currently funded out of the Capital Projects Fund).

**Change in Law or Policy:**

The Mayor and Council will be asked at the end of Phase I of the study to adopt an ordinance to establish a system of charges for SWM. They also will be asked to adopt a resolution to set the fee rates.

**Boards and Commissions Review:**

The Commission on the Environment and the Recreation and Park Advisory Board will each be asked to provide one representative to the Stakeholders Advisory Group to work with staff and the consultants.

**Next Steps:**

Staff will recruit members for the Stakeholders Advisory Group during April and May. The consultants anticipate meeting with the Stakeholders Advisory Group in June. The consultant also recommends holding an early worksession with the Mayor and Council in June or July to explain the study's work plan, the decisions that need to be made, and the policy implications.

PREPARED BY: Lise Soukup  
Lise Soukup, Civil Engineer II

3/22/2005  
Date

CONCUR: Eileen Morris (B. Boobar)  
Eileen Morris, Contracts Officer

3/22/05  
Date

APPROVE: *for* Susan Atch  
Eugene H. Cranor, Director of Public Works

3/22/05  
Date

APPROVE: *Scott Ullery*  
Scott Ullery, City Manager

3/22/05  
Date

**LIST OF ATTACHMENTS:**

None



# MAYOR AND COUNCIL AGENDA

NO. 10 (A)

DEPT.: Legal /

DATE PREPARED: 3/23/05

STAFF CONTACT: Sondra Harans Block, Esq.

FOR MEETING OF: 4/4/05

**SUBJECT:** Confirmation, release and quitclaim of the City's ownership interests in the 30-foot wide strip of land known as "Church Street" to facilitate the expansion of Christ Episcopal Church school.

**RECOMMENDATION:** Authorize the City Manager to execute the document entitled "Agreement of Confirmation and Release," and/or similar or supplemental document.

This agreement confirms the City's ownership interest in one-half of the width (15 feet) of that portion of a strip of land known as "Church Street" immediately adjacent to City property and releases any ownership interest it may have in any other portion of "Church Street" abutting other properties.

**DISCUSSION:** A 30-foot wide strip of land, commonly known as "Church Street," extends from South Washington Street to South Adams Street and abuts Christ Episcopal Church, 22 West Jefferson Street, two residential parcels, and property owned by the City (a stormwater management facility). Church Street was created in 1923 by deed from Mary A. Greene, et al, to the "Town of Rockville" with the stipulation that the City, by resolution, accept the dedication and lay out of the street within 15 months from the date of the deed (January 19, 1923), for the dedication to become effective. The City never accepted the right-of-way for public use, and therefore the 30 foot strip of land was retained for the benefit of the then abutting property owners and their survivors in interest.

In 2002, the Magruder Companies, the then owner of 22 West Jefferson Street, requested the signatures of all abutting and adjoining property owners on a document entitled "Agreement of Confirmation and Release." That document confirms that "Church Street" is not a publicly dedicated street and that the title to the property vests in the abutting property owners. The document confirms that each abutting property owner owns one-half of the width of Church Street abutting their property. In addition, each abutting property owner releases and quitclaims any interest they may have in any portion of Church Street not directly adjoining their property. In 2002 all of the then abutting property owners executed the document, except for the City. The City deferred executing the document due to concerns over the proposed redevelopment of 22 West Jefferson Street.

Subsequently, the Magruder Companies sold the property at 22 West Jefferson to Christ Episcopal Church. The Church has received a special exception to utilize the property as a private school and is in the process of obtaining a use permit. As part of that process the church needs to record a new subdivision plat consolidating various existing lots (including the 22 West Jefferson Street property and the church property) into a single lot. The new single lot will also include the church's ownership interest in Church Street.

To facilitate this process the City needs to execute the "Agreement of Confirmation and Release," and/or such other updated or supplemental document as may be necessary to confirm the

ownership interest of the church in that portion of "Church Street" adjacent to its property. The document also confirms the interest of all other abutting property owners, including the City, in the portion of Church Street adjacent to their respective properties.

After the execution and recordation of the "Agreement of Confirmation and Release," documents signed by the church and the other adjacent property owners granting the City various easements (storm drain, sewer, and stormwater management access) in the strip of land formerly known as "Church Street" will be recorded.

A sketch is attached showing Church Street and the ownership interests of each of the adjoining property owners as set forth in the Agreement.

**Options Considered:** N/A

**Fiscal Impact:** N/A

**Change in Law or Policy:** N/A

**Boards and Commissions Review:** N/A

**Next Steps:** N/A

---

**PREPARED BY:**

  
Sondra Harans Block, Assistant City Attorney

March 30, 2005  
Date

---

**LIST OF ATTACHMENTS:**

1. Agreement of Confirmation and Release
  2. Sketch of "Church Street"
-

AGREEMENT OF CONFIRMATION AND RELEASE

THIS AGREEMENT OF CONFIRMATION AND RELEASE, made this \_\_\_\_\_ day of July, 2002, by and between: THE MAYOR AND CITY COUNCIL OF ROCKVILLE, a municipal corporation (sometimes referred to herein for convenience as the "City of Rockville"), party of the first part, and JEFFERSON - WHM LLP, a limited liability limited partnership, organized and existing under the laws of the State of Maryland, formerly known as Jefferson - WHM Limited Partnership (sometimes referred to herein for convenience as the "Jefferson"), party of the second part, and THE VESTRY OF PRINCE GEORGE'S PARISH IN MONTGOMERY COUNTY, MARYLAND (sometimes referred to in certain documents as CHRIST CHURCH, PRINCE GEORGE'S PARISH), a religious corporation organized under the Vestry Act (sometimes referred to herein for convenience as the "Vestry"), party of the third part, and THOMAS W. SIMPSON (sometimes referred to herein for convenience as "Simpson"), party of the fourth part, and RICHARD G. SMITH and NATALIE SMITH, husband and wife (sometimes collectively referred to herein for convenience as the "Smiths"), parties of the fifth part.

WHEREAS, the City of Rockville is the owner, in fee simple, of that certain tract of land described in a certain Inquisition dated the 9th day of October, 1984 and recorded November, 1984 in Liber 6568 at folio 427 among the Land Records for Montgomery County, Maryland (hereinafter sometimes for convenience referred to as the "City of Rockville Tract"); and

WHEREAS, the Jefferson is the owner, in fee simple, of that certain tract of land described in a deed dated the 7th day of November, 1986 and recorded the 10th day of July, 1986 in Liber 7389 at folio 640 among the Land Records for Montgomery County, Maryland (hereinafter sometimes for convenience referred to as the "Jefferson Tract"); and

WHEREAS, the Vestry is the owner, in fee simple, of that certain tract of land described in a certain deed dated the 23rd day of April, 1952 and recorded the 25th day of April, 1952 in Liber 1656 at folio 306 among the Land Records of Montgomery County, Maryland (hereinafter sometimes for convenience referred to as the "Vestry #1 Tract"); and

WHEREAS, the Vestry is also the owner, in fee simple, of that certain tract of land described in a deed dated the 2nd day of July, 1979 and recorded the 27th day of July, 1979 in Liber 5365 at



folio 608, among the Land Records for Montgomery County, Maryland (hereinafter sometimes for convenience referred to as the "Vestry #2 Tract"); and

WHEREAS, the Smiths are the owners, in fee simple, of that certain tract of land described in a deed dated the 25th day of June, 1999 and recorded the 1st day of July, 1999 in Liber 17252 at folio 070 among the Land Records for Montgomery County, Maryland (hereinafter sometimes for convenience referred to as the "Smith Tract"); and

WHEREAS, Simpson is the owner, in fee simple, of that certain tract of land described in a deed dated the 18th day of December, 2000 and recorded the 28th day of December, 2000 in Liber 18656 at folio 363 among the Land Records for Montgomery County, Maryland (hereinafter sometimes for convenience referred to as the "Simpson Tract"); and

WHEREAS, all of the above described parcels of land bound on an area of land sometimes generally referred to as "Church Street," the origins of which can be traced-back to an offer of dedication in a certain deed from Mary A. Greene, et al., to the Town of Rockville, dated the 19th day of January, 1923 and recorded the 28th day of February, 1923 in Liber 328 at folio 193 among the Land Records for Montgomery County, Maryland (the "Church Street Deed"); and

WHEREAS, the Church Street Deed provided that if the Town of Rockville did not accept the offer of dedication for "Church Street" before the 19th day of April, 1924 (to wit: fifteen months from the date of the Church Street Deed), the Church Street Deed would not constitute a dedication to the public, and would operate only for the benefit of the present owners, their heirs, devisees and assigns of the lands bounding on "Church Street"; and

WHEREAS, the City of Rockville (successor to the Town of Rockville) did not by a proper resolution accept the aforestated offer to dedicate "Church Street" within the prescribed time frame, and the parties to this Agreement of Confirmation and Release acknowledge that "Church Street" was not accepted for public use and is not a publicly dedicated street; and

WHEREAS, the parties to this Agreement of Confirmation and Release are all of the ultimate assignees of the original grantors named in the Church Street Deed, with reference to the proposed "Church Street," and acknowledge that the title to the property contained within "Church Street" has vested in the present owners who abut "Church Street" by the terms of the Church Street Deed and by operation of law; and

WHEREAS, the parties to this instrument intend to confirm their respective rights, titles, interest and estates in "Church Street."

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of TEN AND \* \* \* NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged (No Monetary Consideration), the parties to this instrument do hereby covenant and agree as follows:

1. All of the parties to this Agreement of Confirmation and Release do hereby acknowledge, confirm and declare that "Church Street" is not a publicly dedicated street, and that the title to the property contained within the once proposed "Church Street" has vested in the present owners who now abut "Church Street" by the terms of the Church Street Deed and by operation of law.

2. The Vestry, the Jefferson, Simpson and the Smiths do hereby grant, convey, RELEASE AND QUITCLAIM UNTO THE MAYOR AND CITY COUNCIL OF ROCKVILLE, all of their respective rights, titles and interests in the land and premises situate in the City of Rockville, State of Maryland, containing 2,199 square feet, more or less, which is contiguous and directly adjoins the City of Rockville Tract, the same being more particularly described on the attached "EXHIBIT A" which is made a part hereof by this reference, the same intended to be a part of the once proposed dedication for "Church Street." Further, the parties to this instrument do hereby acknowledge and confirm that the City of Rockville is the fee simple owner of the land and premises described on the said "EXHIBIT A."

3. The Vestry, the Jefferson, the Smiths, and the City of Rockville do hereby grant, convey, RELEASE AND QUITCLAIM UNTO THOMAS W. SIMPSON, all of their respective rights, titles and interests in the land and premises situate in the City of Rockville, State of Maryland, containing 2,239 square feet, more or less, which is contiguous and directly adjoins the Simpson Tract, the same being more particularly described on the attached "EXHIBIT B" which is made a part hereof by this reference, the same intended to be a part of the once proposed dedication for "Church Street." Further, the parties to this instrument do hereby acknowledge and confirm that the Vestry is the fee simple owner of the land and premises described on the said "EXHIBIT B."

4. The Vestry, the City of Rockville, the Smiths, and Simpson do hereby grant, convey, RELEASE AND QUITCLAIM UNTO JEFFERSON-WHM LLLP, a limited liability limited partnership, organized and existing under the laws of the State of Maryland, all of their respective rights, titles and interests in the land and premises situate in the City of Rockville, State of Maryland, containing 2,185 square feet, more or less, which is contiguous and directly adjoins the Jefferson Tract, the same being more

particularly described on the attached "EXHIBIT C" which is made a part hereof by this reference, the same intended to be a part of the once proposed dedication for "Church Street." Further, the parties to this instrument do hereby acknowledge and confirm that the Jefferson is the fee simple owner of the land and premises described on the said "EXHIBIT C."

5. The Vestry, the City of Rockville, the Jefferson, and Simpson do hereby grant, convey, RELEASE AND QUITCLAIM UNTO RICHARD G. SMITH and NATALIE SMITH, husband and wife, as tenants by the entirety, all of their respective rights, titles and interests in the land and premises situate in the City of Rockville, State of Maryland, containing 2,322 square feet, more or less, which is contiguous and directly adjoins the Smith Tract, the same being more particularly described on the attached "EXHIBIT D" which is made a part hereof by this reference, the same intended to be a part of the once proposed dedication for "Church Street." Further, the parties to this instrument do hereby acknowledge and confirm that the Smiths are the fee simple owners of the land and premises described on the said "EXHIBIT D."

6. The City of Rockville, the Jefferson, the Smiths, and Simpson do hereby grant, convey, RELEASE AND QUITCLAIM UNTO THE VESTRY OF PRINCE GEORGE'S PARISH IN MONTGOMERY COUNTY, MARYLAND, a religious corporation organized under the Vestry Act, unto the Vestry, all of their respective rights, titles and interests in the land and premises situate in the City of Rockville, State of Maryland, a parcel of land containing 3,040 square feet, more or less, and another parcel of land containing 3,025 square feet, more or less, which is contiguous and directly adjoins the Vestry Tract #1 and the Vestry Tract #2, the same being more particularly described on the attached "EXHIBIT E" which is made a part hereof by this reference, the same intended to be a part of the once proposed dedication for "Church Street." Further, the parties to this instrument do hereby confirm and acknowledge that Simpson is the fee simple owner of the land and premises described on the said "EXHIBIT E."

7. All the parties to this Agreement of Confirmation and Release, and for their respective heirs, personal representatives, assigns, and successors, do hereby remise, RELEASE, AND DISCHARGE FOREVER, each other, from each and every right, claim, debt, sums of money, suits, and causes of actions whatsoever, known and unknown, foreseen and unforeseen, against the other, which any of the parties to this Agreement of Confirmation and Release may presently have, or may have in the future, by reason of the proposed dedication of "Church Street."

8. AND FURTHER, any and all rights and interest hereby conveyed and released shall be binding upon the undersigned and their respective heirs, personal representatives, successors and

assigns, and shall be deemed to run with and bind the said land and premises as described herein.

*This Agreement of Confirmation and Release is not subject neither to state or county transfer taxes, nor subject to the state recordation tax, as: (i) it is for no consideration; (ii) all of the properties being confirmed by this Agreement of Confirmation and Release are free and clear of all liens, mortgages, and deeds of trust; (iii) no grantor or grantee is assuming liability for debt or being relieved of liability for debt in this transaction; and (iv) it is for the purpose, inter alia, to confirm that the titles to the properties described herein have vested in the parties to this instrument by operation of law.*

TO HAVE and TO HOLD said land and premises herein above described or mentioned and hereby intended to be conveyed in fee simple, unto and to the only proper use and benefit forever of the parties as so indicated above, "AS-IS" and without warranties, AND; SUBJECT, HOWEVER, to all covenants, easements, conditions and other restrictions of record and any other matter which may affect title to the hereindescribed land and premises.

TOGETHER WITH the buildings and improvements thereupon erected, made or being, and each and every of the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

AND FURTHER, the parties to this instrument do hereby covenant that they each will execute such other and further assurances of the hereindescribed land and premises, and of this instrument, as may from time to time be requisite.

IN WITNESS WHEREOF, the parties to this instrument have each set their respective hands and seals and delivers these presents all as of the year and day first above written.

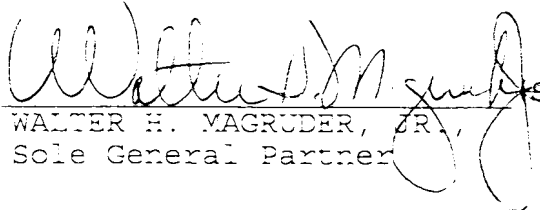
THE MAYOR AND CITY COUNCIL OF  
ROCKVILLE, a municipal corporation

By: \_\_\_\_\_ (SEAL)

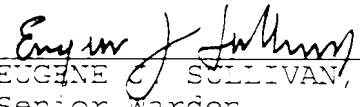
ATTEST:

\_\_\_\_\_  
CLAIRE F. FUNKHOUSER, City Clerk

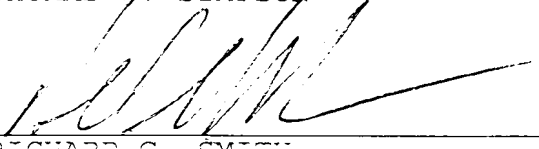
JEFFERSON - WHM LLLP, a Maryland  
limited liability limited  
partnership, formerly known as  
Jefferson - WHM Limited Partnership

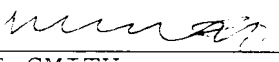
By:  (SEAL)  
WALTER H. MAGRUDER, JR.,  
Sole General Partner

THE VESTRY OF PRINCE GEORGE'S PARISH  
IN MONTGOMERY COUNTY, MARYLAND  
(sometimes referred to as CHRIST  
CHURCH, PRINCE GEORGE'S PARISH), a  
religious corporation organized under  
the Vestry Act

By:  (SEAL)  
EUGENE C. SULLIVAN, JR.,  
Senior Warden

 (SEAL)  
THOMAS W. SIMPSON

 (SEAL)  
RICHARD G. SMITH

 (SEAL)  
NATALIE SMITH

STATE OF MARYLAND                    )  
  ) ss:  
COUNTY OF MONTGOMERY                )

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, before the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared \_\_\_\_\_ who acknowledged himself to be the City Manager of THE MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation, and that he, as City Manager, being authorized so to do, executed the foregoing instrument on behalf of the corporation, for the purposes therein contained, by signing the name of THE MAYOR AND COUNCIL OF ROCKVILLE by himself as City Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

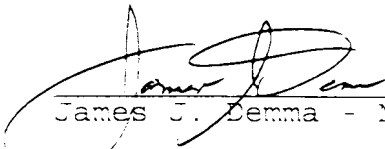
\_\_\_\_\_  
- Notary Public

My Commission expires: \_\_\_\_\_.

STATE OF MARYLAND                    )  
  ) ss:  
COUNTY OF MONTGOMERY                )

I HEREBY CERTIFY, that on this 10<sup>th</sup> day of July, 2002, before the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared WALTER H. MAGRUDER, JR., who acknowledged himself to be the Sole General Partner of the JEFFERSON - WHM LLLP, a Maryland limited liability limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and having the authority so to do, did acknowledge that he executed the same for all the purposes therein contained, and did acknowledge the foregoing instrument to be his act and deed on behalf of the JEFFERSON - WHM LLLP.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

  
\_\_\_\_\_  
James J. Demma - Notary Public

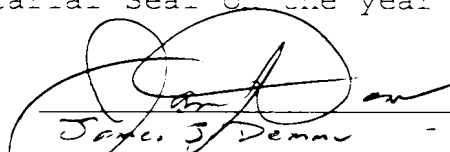
My Commission expires: June 17, 2004.

STATE OF MARYLAND )  
 )  
COUNTY OF MONTGOMERY )

SS:

I HEREBY CERTIFY that on this 12<sup>th</sup> day of July, 2002, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction EUGENE J. SULLIVAN, JR., Senior Warden, who acknowledged himself to be the Senior Warden, and as such, the authorized person for THE VESTRY OF PRINCE GEORGE'S PARISH IN MONTGOMERY COUNTY, MARYLAND (sometimes referred to as CHRIST CHURCH, PRINCE GEORGE'S PARISH), a religious corporation organized under the Vestry Act, known to me (or satisfactorily proven), and acknowledged that he, having the authority so to do, did execute the foregoing instrument for the purposes therein contained and delivered the same as his act and deed on behalf of THE VESTRY OF PRINCE GEORGE'S PARISH IN MONTGOMERY COUNTY, MARYLAND.

WITNESS my hand and Notarial Seal on the year and day first above written.

  
James S. Demma - Notary Public

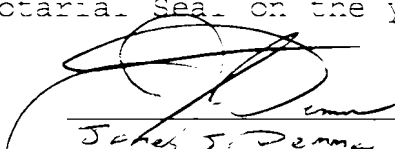
My Commission expires: June 1, 2004

STATE OF MARYLAND )  
 )  
COUNTY OF MONTGOMERY )

SS:

I HEREBY CERTIFY that on this 12<sup>th</sup> day of July, 2002, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction THOMAS W. SIMPSON, known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, and did acknowledge that he executed the foregoing instrument for the purposes therein contained and delivered the same as such.

WITNESS my hand and Notarial Seal on the year and day first above written.

  
James S. Demma - Notary Public

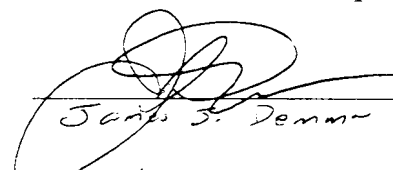
My Commission expires: June 1, 2004

STATE OF MARYLAND )  
 )  
COUNTY OF MONTGOMERY )

ss:

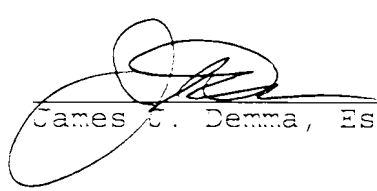
I HEREBY CERTIFY that on this 19<sup>th</sup> day of July, 2002, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction RICHARD G. SMITH and NATALIE SMITH, known to me (or satisfactorily proven) to be the persons who executed the foregoing instrument, and did acknowledge that they executed the foregoing instrument for the purposes therein contained and delivered the same as such.

WITNESS my hand and Notarial Seal on the year and day first above written.

  
James S. Demma - Notary Public

My Commission expires: Jun 1, 2004.

THE UNDERSIGNED, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his immediate supervision.

  
James S. Demma, Esquire

Tax Account Numbers: Jefferson-WHM LTD Partnership  
04-00145197

Richard G. and Natalie Smith  
04-00154647

Thomas Simpson  
04-00156293

Mayor and Council of Rockville  
04-00153723

Vestry of Prince George's Parish  
04-00157311; 04-00157300; and 04-00148954

Title Insurer: Lawyers Title Insurance Corporation



"EXHIBIT A"

**LEGAL DESCRIPTION  
PART OF CHURCH STREET  
(South Half)  
ADJACENT TO  
THE MAYOR AND COUNCIL OF ROCKVILLE  
CITY OF ROCKVILLE, MARYLAND**

Being part of the strip or parcel of land dedicated to public use by Mary A. Greene et al by deed recorded on February 28, 1923 in Liber 328 at Folio 123 among the Land Records of Montgomery County, Maryland, more particularly described as follows:

Beginning for said strip or parcel of land at a point on the southerly right-of-way line of Church Street (30' wide +/-), said line being the third (3<sup>rd</sup>) or North 89¼° East, 495 feet deed line of said Liber 328 at Folio 193, said point also being the end of the second (2<sup>nd</sup>) or North 00° 59' 20" West, 389.81 feet deed line of the land taken by The Mayor and Council of Rockville vs. Frances Bouic Parks, by Inquisition bearing Law No. 64595, recorded among the aforesaid land records in Liber 6568 at Folio 427, thence running in a single course with the 3rd and 4th deed lines of said Liber 6568 at Folio 427, coincident with said southerly line of Church Street

1) South 88° 54' 54 West, 145.90 feet to the end of said 4<sup>th</sup> deed line; thence running through the Church Street Right-of-Way ( 30' +/- wide) by the following three (3) lines

2) North 00° 08' 31" West, 15.06 feet to a point on the approximate centerline of Church Street; thence running with said centerline

3) North 88° 53' 48" East, 145.69 feet to a point; thence leaving said centerline

4) South 00° 56' 26" East, 15.11 feet to the point of beginning, containing 2,199 square feet or 0.0505 acres of land.



"EXHIBIT B"

**LEGAL DESCRIPTION  
PART OF CHURCH STREET  
(North Half)  
ADJACENT TO  
THOMAS W. SIMPSON  
CITY OF ROCKVILE, MARYLAND**

Being part of the strip or parcel of land dedicated to public use by Mary A. Greene et al by deed recorded on February 28, 1923 in Liber 328 at Folio 123 among the Land Records of Montgomery County, Maryland, more particularly described as follows:

Beginning for said strip or parcel of land at a point of intersection between the easterly right-of-way line of South Adams Street and the northerly right-of-way line of Church Street (30' wide  $\pm$ ), said point being the end of the first ( $1^{st}$ ) or South  $89\frac{1}{4}^{\circ}$  West, 495 feet deed line of said Liber 328 at Folio 193, said point also being the beginning of the North  $89^{\circ} 15'$  East, 150.00 feet deed line of the land conveyed by Leslie A. Muller to Thomas W. Simpson by deed dated December 18, 2000, recorded among the aforesaid land records in Liber 18656 at Folio 363, thence running with the line between Simpson and Church Street

- 1) North  $89^{\circ} 29' 03''$  East, 152.93 feet to a point; thence crossing the Church Street Right-of-Way by the following two (2) lines of said Liber 328 Folio 193
- 2) South  $01^{\circ} 04' 32''$  East, 14.02 feet to a point on the approximate centerline of Church Street; thence running with said centerline
- 3) South  $89^{\circ} 01' 20''$  West, 153.07 feet to a point on said easterly line of Adams Street; thence running with said line
- 4) South  $00^{\circ} 32' 17''$  East, 15.25 feet to the point of beginning, containing 2,239 square feet or 0.0514 acres of land.



"EXHIBIT C"

**LEGAL DESCRIPTION  
PART OF CHURCH STREET  
(North Half)  
ADJACENT TO  
THE JEFFERSON-WHM LIMITED PARTNERSHIP  
CITY OF ROCKVILE, MARYLAND**

Being part of the strip or parcel of land dedicated to public use by Mary A. Greene et al by deed recorded on February 28, 1923 in Liber 328 at Folio 123 among the Land Records of Montgomery County, Maryland, more particularly described as follows:

Beginning for said strip or parcel of land at a point on the northerly right-of-way line of Church Street, said line being the first (1<sup>st</sup>) or South 89¼° West, 495 feet deed line of said Liber 328 at Folio 193, said point also being the end of the third (3<sup>rd</sup>) or North 83° 52' East, 145.00 feet deed line of the land conveyed by Maude W. Betts et al to The Jefferson-WHM Limited Partnership by deed dated November 7, 1986, recorded among said land records in Liber 7389 at Folio 640, thence running through the Church Street Right-of-Way (30' +/- wide) by the following three (3) lines

- 1) South 01° 05' 16" East, 15.11 feet to the approximate center line of Church Street (30' +/- wide); thence running with said centerline of Church Street
- 2) South 88° 53' 48" West, 144.90 feet to a point; thence leaving said centerline
- 3) North 01° 04' 32" West, 15.06 feet to a point on said northerly line of Church Street, said point also being the beginning of the previously mentioned 3<sup>rd</sup> deed line in Liber 7389 at Folio 640; thence running coincident with said line over and along the line between Church Street and land of The Jefferson-WHM Limited Partnership
- 4) North 88° 52' 43" East, 144.90 feet to the point of beginning, containing 2,185 square feet or 0.0502 acres of land.



**LEGAL DESCRIPTION  
PART OF CHURCH STREET  
(South Half)  
ADJACENT TO  
RICHARD G. SMITH AND NATALIE SMITH  
CITY OF ROCKVILE, MARYLAND**

Being part of the strip or parcel of land dedicated to public use by Mary A. Greene et al by deed recorded on February 28, 1923 in Liber 328 at Folio 123 among the Land Records of Montgomery County, Maryland, more particularly described as follows:

Beginning for said strip or parcel of land at a point on the southerly right-of-way line of Church Street (30' wide +/-), said line being the third (3rd) or North  $89\frac{1}{4}^{\circ}$  East, 495 feet deed line of said Liber 328 at Folio 193, said point also lying at the northeasterly corner of the land conveyed by Richard G. Smith to Richard G. Smith and Natalie Smith by deed dated June 25, 1999, recorded among the aforesaid land records in Liber 17252 at Folio 070, thence running with the line between Smith and Church Street

1) South  $88^{\circ} 57' 07''$  West, 153.15 feet to a point on the easterly right-of-way line of South Adams Street; thence running with part of the 2<sup>nd</sup> line, reversed, of said Liber 328 Folio 193

2) North  $00^{\circ} 32' 17''$  West, 15.25 feet to a point on the approximate centerline of Church Street; thence running with said centerline

3) North  $89^{\circ} 01' 19''$  East, 153.25 feet to a point; thence leaving said centerline

4) South  $00^{\circ} 08' 31''$  East, 15.06 feet to the point of beginning, containing 2,322 square feet or 0.0533 acres of land.



"EXHIBIT E"

**LEGAL DESCRIPTION  
PART OF CHURCH STREET  
(North Half)  
ADJACENT TO  
THE VESTRY OF PRINCE GEORGE'S PARISH  
CITY OF ROCKVILE, MARYLAND**

Being part of the strip or parcel of land dedicated to public use by Mary A. Greene et al by deed recorded on February 28, 1923 in Liber 328 at Folio 123 among the Land Records of Montgomery County, Maryland, more particularly described as follows:

Beginning for said strip or parcel of land at point on the westerly right-of-way line of South Washington Street, said point also lying on the northern line of Church Street at the Point Of Beginning for said Liber 328 Folio 123; thence running with said line of Washington Street

1) South  $01^{\circ} 04' 16''$  East, 15.17 feet to the approximate center line of Church Street (30' +/- wide); thence departing Washington Street and running with said centerline of Church Street

2) South  $88^{\circ} 53' 48''$  West, 200.80 feet to a point; thence

3) North  $01^{\circ} 05' 16''$  West, 15.11 feet to a point on said northerly line of Church Street, said point also being the southwesterly corner of the land conveyed by William A. Linthicum and Sue Somervell Linthicum, his wife to The Vestry of Prince George's Parish in Montgomery County, Maryland by deed dated April 23, 1952, recorded in Liber 1656 at Folio 306 among the aforementioned land records; thence running with the common line between the parish land and Church Street

4) North  $88^{\circ} 52' 41''$  East, 200.80 feet to the point of beginning, containing 3,040 square feet or 0.0698 acres of land.



**LEGAL DESCRIPTION  
PART OF CHURCH STREET  
(South Half)  
ADJACENT TO  
THE VESTRY OF PRINCE GEORGE'S PARISH  
CITY OF ROCKVILLE, MARYLAND**

Being part of the strip or parcel of land dedicated to public use by Mary A. Greene et al by deed recorded on February 28, 1923 in Liber 328 at Folio 123 among the Land Records of Montgomery County, Maryland, more particularly described as follows:

Beginning for said strip or parcel of land at point on the westerly right-of-way line of South Washington Street, said point also lying on the southerly line of Church Street (30' wide +/-), said point also being the beginning of the first (1<sup>st</sup>) or South 89¼ West, 200 feet deed line of the land conveyed by William A. Linthicum and Sue Somervell Linthicum, his wife to The Vestry of Prince George's Parish in Montgomery County, Maryland by deed dated July 2, 1979, recorded in Liber 5365 at Folio 608 among the aforementioned land records; thence running with said deed line, coincident with the line between the parish land and the southerly line of Church Street

- 1) South 88° 54' 54" West, 199.86 feet to the northwesterly corner of the parish land; thence running through the Church Street Right-Of Way by the following two (2) lines
- 2) North 00° 56' 26" West, 15.11 feet to the approximate centerline of Church Street; thence running with said centerline
- 3) North 88° 53' 48" East, 199.82 feet to a point on said right-of-way line of South Washington Street; thence running with Washington Street
- 4) South 01° 04' 16" East, 15.17 feet to the point of beginning, containing 3,025 square feet or 0.0695 acres of land.



PIPE FOUND  
ROD FOUND  
WAIL FOUND

S. Adams St.

Thomas W. Simpson  
L. 18656 F. 363  
N 01°04'32"W 1.05'  
N 88°29'03"E 152.93'  
2.239 sq.ft.  
2.322 sq.ft.  
S 88°57'07"W 153.15'  
Richard G. Smith  
L. 17252 F. 070

Church Street  
Mayor & Council  
of Rockville  
L. 6568 F. 427  
S 88°54'54"W 145.80'  
2.185 sq.ft.  
2.199 sq.ft.  
N 88°52'43"E 144.80'

The Vestry of  
Prince George's Parish  
L. 1656 F. 306

The Vestry of  
Prince George's Parish  
L. 5365 F. 608

N 88°52'41"E 200.80'  
3.040 sq.ft.  
3.025 sq.ft.  
S 88°54'54"W 198.86'

S. Washington St.

Point  
Begin  
Vinso